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**REQUEST FOR PROPOSALS  
DEFINED CONTRIBUTION CONSULTING SERVICES  
RFP NUMBER: 09-02**

**RELEASE DATE: MARCH 9, 2009**

**DEADLINE FOR INQUIRIES: MARCH 12, 2009, 3:00 P.M. ET  
DEADLINE FOR SUBMISSION: MARCH 23, 2009, 3:00 P.M. ET**

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**INDIANA PUBLIC EMPLOYEES' RETIREMENT FUND  
INDIANA STATE TEACHERS' RETIREMENT FUND  
DEFINED CONTRIBUTION CONSULTING SERVICES  
RFP NUMBER: 09-02**

**SECTION ONE  
GENERAL INFORMATION**

**1.1 INTRODUCTION**

The Indiana Public Employees' Retirement Fund ("PERF") and the Indiana State Teachers' Retirement Fund ("TRF") (PERF and TRF may be referred to herein collectively as, the "Fund") are soliciting Proposals from all qualified firms who wish to be considered as the primary Consultant to assist in the implementation of the following:

Consultant to assist in the determination of the investment manager lineup in PERF's and TRF's annuity savings account and legislators' defined contribution plan. Additional information on both plans can be found at: <http://www.in.gov/perf/> and <http://www.in.gov/trf/>.

Neither this RFP nor any response Proposal submitted hereto is to be construed as a creating a legally-binding contract.

PERF is a non-profit quasi-state organization created in 1945 as a result of legislative action. The purpose of PERF is to administer pensions for all State of Indiana employees and the employees of participating political subdivisions. PERF provides service to the members and their employers for all of the pension funds administered by PERF, having as its goal the accurate accumulation of data and funds in order to provide correct and prompt retirement benefits. More information regarding PERF can be found at the website: <http://www.in.gov/perf/>.

The Indiana General Assembly created the Indiana State Teachers' Retirement Fund (TRF) in 1921. Since its establishment, the laws governing the administration of TRF have changed and expanded to respond to the needs of its members. The Indiana Code, sections 5-10.2, 5-10.4 and Title 550 of the Indiana Administrative Code govern TRF, as well as specific resolutions adopted by the Fund's Board of Trustees. More information regarding TRF can be found at the website: <http://www.in.gov/trf/>.

## 1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are defined where they appear, rather than in the following list.

Board	Board of Trustees of PERF and/or TRF, as applicable
Consultant	Any successful Respondent selected as a result of the procurement process to deliver Services requested by this RFP
IAC	Indiana Administrative Code
IC	Indiana Code
PERF	Indiana Public Employees' Retirement Fund
Proposal	An offer
Respondent	An offeror who submits a Proposal
Services	Work to be performed as specified in this RFP
TRF	Indiana State Teachers' Retirement Fund

## 1.3 ISSUER

PERF and TRF have issued this RFP in accordance with Indiana statutes governing the administration of PERF and TRF. The staff of PERF and TRF has prepared the content of the RFP. One (1) copy of this RFP may be provided free of charge from PERF and TRF or a copy may be obtained from PERF's contracts website at: (<http://www.in.gov/perf/2342.htm>). A nominal fee will be charged for providing additional hard copies.

## 1.4 DUE DATE AND FORMAT FOR PROPOSALS

All Proposals must be received at the address below no later than March 23, 2009, at 3:00 PM (ET). Each Respondent must submit one original Proposal (marked "Original"), one copy of the Proposal in CD ROM format, and three copies of their Proposal, including the transmittal letter and other related documentation as required in Sections 4.2 and 4.3 of this RFP. The Proposals must be addressed/delivered to:

Stanton Lanman  
Procurement Officer  
Indiana Public Employees' Retirement Fund  
143 W. Market Street  
Indianapolis, IN 46204

Any Proposal received after the due date will not be considered. Any late Proposals will be returned, unopened, to the Respondent, upon request, within thirty (30) days of filing.

## 1.5 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing or by fax notice received prior to the date specified for receipt of Proposals. The Respondent's authorized representative may also withdraw the Proposal in person, providing his or her identity is made known and he or she signs a receipt for the Proposal. Proposals may not be withdrawn after the Proposal due date has passed.

Modification to or withdrawal of a Proposal received after the date specified for receipt of Proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, a supplement will be posted by PERF and TRF on its website (<http://www.in.gov/perf/2342.htm>). If such addenda issuance is necessary, PERF and TRF reserve the right to extend the due date of Proposals to accommodate such interpretations or additional data requirements.

## 1.6 JOINT BIDS / SUBCONTRACTING

PERF and TRF will not entertain joint bids.

Although PERF and TRF anticipate that any Respondent submitting a Proposal will provide the major portion of the Services as requested, subcontracting by the Respondent is acceptable in performing the requirements of this RFP. However, the Respondent must obtain the approval of PERF and TRF before subcontracting any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Proposals must identify all subcontractors and outline the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each Proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed Services to be provided by a subcontractor, the Proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in PERF's and TRF's evaluation. The Respondent must furnish information to PERF and TRF as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by PERF and TRF. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate PERF and TRF officials and such relationships must meet with the approval of PERF and TRF.

## 1.7 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in Proposals are subject to the Indiana Public Records Act, IC 5-14-3 et seq., and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies for each Proposal) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. It is advisable that each page within the "Confidential" documentation contain some indication of its confidential nature. The Respondent must also specify which statutory exception provision applies.

PERF and TRF reserve the right to make determinations of confidentiality. If PERF or TRF does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the Proposal or discuss its interpretation of the allowable exceptions with the Respondent. If agreement can be reached on the issue of confidentiality, the Proposal will be considered. If agreement cannot be reached, PERF and TRF will remove the Proposal from consideration and return the Proposal to the Respondent. Prices quoted by a Respondent in a Proposal shall not be considered confidential information.

## 1.8 RFP RESPONSE COSTS

Neither PERF nor TRF accepts any obligations for costs incurred by any Respondent in anticipation of being awarded a contract.

## 1.9 PROPOSAL LIFE

All Proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for Proposals. Any Proposal accepted by PERF and TRF for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by PERF and TRF.

## 1.10 TAXES

PERF and TRF are exempt from federal, state, and local taxes. PERF and TRF will not be responsible for any taxes levied on the Respondent as a result of any contract resulting from this RFP.

## 1.11 SECRETARY OF STATE REGISTRATION

Before an out-of-state corporate Respondent can do business with PERF and TRF, the corporate Respondent must be registered with the Indiana Secretary of State. If an out-of-state corporate Respondent does not have such registration at present, the corporate Respondent should contact

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576

for the necessary registration application form, or it can be accessed via the internet at <http://www.in.gov/icpr/webfile/formsdiv/38784.pdf>. **It is each corporate Respondent's responsibility to register prior to the initiation of any contract discussions, but not a requirement to submit a response.**

#### 1.12 DISCUSSION FORMAT

PERF and TRF reserve the right to request clarifications on Proposals. PERF and TRF also reserve the right to conduct Proposal discussions, either oral or written, with those Respondents determined by PERF and TRF to be reasonably viable to being selected for award. These discussions could include requests for additional information, request for cost or technical Proposal revision, etc. Additionally, in conducting discussions, PERF and TRF may use information derived from Proposals submitted by competing Respondents only if the identity of the Respondent providing the information is not disclosed to others. PERF and TRF will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents may be conducted for any appropriate reason.

#### 1.13 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify PERF and TRF of such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Respondent agrees that PERF and TRF may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that PERF and TRF may bar the Respondent from contracting with PERF and TRF, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its liability to the State of Indiana and has submitted proof of such payment to the State.

#### 1.14 SUMMARY OF MILESTONES

The following is the expected timeline for the RFP.

<u>ACTIVITY</u>	<u>EXPECTED DATE</u>
RFP published/released	March 9, 2009
Respondent's inquiry period ends	March 12, 2009 3:00 PM (EDT)
Proposal submission date	March 23, 2009 3:00 PM (EDT)
Evaluation and selection of finalists	Target by end of April, 2009

## **SECTION TWO**

### **PROPOSAL PROCEDURES**

#### **2.1 CONTACTS**

Inquiries are not to be directed to any staff or Board member of PERF or TRF, except as outlined in Section 2.3. Such unauthorized communication(s) may disqualify Respondent from further consideration. The Fund reserves the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any communications about the request for Proposal between the Fund and other Respondents.

#### **2.2 PRE-PROPOSAL CONFERENCE**

It is the decision of PERF and TRF that no pre-Proposal conference is required for this RFP.

#### **2.3 INQUIRIES ABOUT THE RFP**

All inquiries and requests for information affecting this RFP must be submitted in writing by e-mail to:

Stanton Lanman  
Procurement Officer  
slanman@perf.in.gov

no later than March 12, 2009, at 3:00 PM (ET). The Fund reserves the right to judge whether any questions should be answered in writing and copies will be distributed to all prospective Respondents who are known to have received a copy of the original RFP and posted on the website at <http://www.in.gov/perf/2342.htm>.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for Proposals, an addendum will be posted to the PERF website. If such addenda issuance is necessary, the Procurement Officer may extend the due date and time of the Proposals to accommodate such additional information requirements.

#### **2.4 RESPONDENT SITE VISITS**

PERF and TRF may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's Proposal.

#### **2.5 CONTRACT AWARD**

Based on the results of this process, the qualifying Proposal or Proposals determined to be the most advantageous to PERF and TRF, taking into account all of the evaluation factors, may be selected by PERF and TRF for further action, such as contract award. If, however, PERF and TRF decide that no Proposal is sufficiently advantageous to PERF and TRF, PERF and TRF may take whatever further action is deemed best in their sole discretion, including making no contract award. If, for any reason, a Proposal is selected and it is not possible to consummate a contract with the Respondent, PERF and TRF may begin contract preparation with the next qualified Respondent or determine that it does not wish to award a contract pursuant to this RFP.



PERF and TRF reserve the right to reject any or all Proposals received or to award, without discussions or clarifications, a contract on the basis of Proposals received. Therefore, each Proposal should contain the Respondent's best terms from a price and technical standpoint.

The Executive Director of each of PERF and TRF, or his/her designee(s), will, in the exercise of his/her sole discretion, determine which Proposal(s) offer the best means of servicing the interests of the Fund. The exercise of this discretion will be final.

## **SECTION THREE**

### **LENGTH OF CONTRACT AND PRICING**

#### **3.1 LENGTH OF CONTRACT**

The term of the contract will be for the period of time required to fulfill the requirements of this RFP. The completion of requirements is not expected to take beyond December 31, 2009; however, PERF and TRF retain the option to extend or modify the contract as needed to allow for sufficient time for the selected Consultant to fulfill the requirements spelled out in the winning Proposal.

#### **3.2 PRICING**

The compensation for the duration of any contract awarded under this RFP shall be fixed by negotiation from the pricing set forth in response to this Request for Proposal. Once the apparent successful Respondent is selected, the pricing may be negotiated further. PERF and TRF request the pricing associated with this RFP be a firm Proposal price that must remain open and in effect for a period of not less than 180 days from the Proposal due date. Prices quoted shall include all costs for Services provided under this contract. Any unspecified costs shall be borne by the Respondent.

## SECTION FOUR

### PROPOSAL PREPARATION INSTRUCTIONS

#### 4.1 GENERAL

To facilitate the timely evaluation of Proposals, a standard format for Proposal submission has been developed and is documented in this section. All Respondents are required to format their Proposals in a manner consistent with the guidelines described below:

1. Each item must be addressed in the Respondent's Proposal or the Proposal may be rejected.
2. The transmittal letter should be in the form of a letter. ***The name of the search to which a Respondent is responding must be included on the first page of the transmittal letter at the top of the page.*** The business Proposal must be organized under the specific section titles as listed below.
3. PERF and TRF may, at their option, allow all Respondents a five-calendar-day period to correct errors or omissions to their Proposals. Should this necessity arise, PERF and TRF will contact each Respondent affected. Each Respondent must submit written corrections to the Proposal within five calendar days of notification. The intent of this option is to allow Proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by PERF or TRF as a minor error or omission and may result in disqualification of the Proposal from further evaluation.

**A complete Proposal will include the following:**

1. Hard copy submission of a transmittal letter (with the information in Section 4.2)
2. Hard copy submission of a business Proposal (with the information and attachments described in Section 4.3)
3. Original, three copies, and CD ROM of entire Proposal as outlined in Section 1.4
4. Fee Proposal as described in Exhibit C
5. Confirmation of Mandatory Minimum Qualifications as described in Exhibit D
6. Questionnaire as described in Exhibit E
7. All applicable Vendor Documents as described in Exhibit F

#### 4.2 TRANSMITTAL LETTER

The transmittal letter must address the following topics:

##### 4.2.1 Identification

The transmittal letter must first identify the RFP. This information is located on the first page of the transmittal letter at the top of the page.

#### 4.2.2 Summary of Ability and Desire to Supply the Required Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested Services. The letter must also contain a statement indicating the Respondent's willingness to provide the requested Services subject to the terms and conditions set forth in the RFP including, but not limited to, PERF and TRF's standard contract clauses.

#### 4.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations must sign the transmittal letter. Respondent's personnel signing the transmittal letter of the Proposal must be legally authorized by the organization to commit the organization contractually. This section must contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 4.2.4 Respondent Notification

Unless otherwise indicated in the transmittal letter, Respondents will be notified via e-mail.

#### 4.2.5 Other Information

Any other information the Respondent may wish to briefly summarize will be acceptable.

### 4.3 BUSINESS PROPOSAL

The business Proposal must contain the following items:

#### 4.3.1 Ability to Perform Scope of Services

Respondent should demonstrate in this section its ability to meet the requirements set forth in Exhibit A, Scope of Services.

#### 4.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and an organizational chart are to be included with this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or Services in the United States must be described in more detail than the other components of the organization.

#### 4.3.3 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this Proposal. The particular areas of interest to PERF and TRF in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting Services. PERF and TRF will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1 (d).

#### 4.3.4 Contract

Exhibit B is the base contract that will be used if an award is made. **If Respondent wishes to include or change any term of the contract, it must be submitted as an amendment to the contract.** See the next section for more instructions on this.

#### 4.3.5 Respondent Contract Requirements

**If the Respondent wishes to include or change any language in the contract being submitted, proposed language should be included in this section, in the form of an amendment to the contract.** For each change included, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required (if the required change is unacceptable to PERF or TRF, the Respondent's Proposal may be considered unacceptable) or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP.

#### 4.3.6 Contract Provisions of Which the Fund Will NOT Agree:

- Any provision requiring the Fund to provide insurance or an indemnity.
- Any provisions requiring the Contract be construed in accordance with laws of any other state other than Indiana.
- Any provision requiring suit be brought in any state other than Indiana.
- Any mandatory dispute resolution other than the courts.
- Any provision requiring the Fund to pay taxes.
- Any provision requiring the Fund to pay penalties, liquidated damages, interest, or attorney fees.
- Any provision modifying the statute of limitations.
- Any provision relating to a time of which the Fund must make a claim.
- Any provision requiring payment in advance except for rent.
- Any provision limiting disclosure of information in contravention of Indiana's Access to Public Records Act.

#### 4.3.7 References

The Respondent should include a list of at least three (3) clients for whom the Respondent has provided products and Services that are the same or similar to those products and Services requested in this RFP. Any state government or pension fund for which the Respondent has provided these products and Services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone number of the client facility and the name, title, e-mail address, and phone/fax numbers of a person who may be contacted for further information. A form is included within this RFP document to provide information requested.

#### 4.3.8 Registration to do Business

Corporate Respondents proposing to provide Services required by this RFP are required to be registered to do business within the state by the Indiana Secretary of State. The address contact information for this office may be found in Section 1.11 of this RFP. This process must be concluded prior to contract negotiations with PERF and TRF. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this section of the Proposal.

#### 4.3.9 Subcontractors

The Respondent must list any subcontractors that are proposed to be used in providing the required Services. The subcontractor's responsibilities under the Proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the Proposal.

#### 4.3.10 Financial Statements

This section must include the Respondent's financial statements, including an income statement and balance sheet for each of the two most recently completed fiscal years.

#### 4.3.11 Minority Business Development

The contract goal is that at least seven percent (7%) of state contracts be with minority and women business enterprises as defined in IC 4-13-16.5. This goal is established under IC 4-13-16.5-2 (f) (7). It is the intent of the Fund to meet or exceed the 7% minority and women's business enterprise participation goal.

Participation does not need to be only through subcontractors, but can also be through second-tier participation with common suppliers (office supplies, courier Services, accounting Services, janitorial Services, etc.). Include only the proportion of those contracts which pertain to the bid being submitted. A form is included within this RFP document to provide information regarding subcontractor MBE/WBE participation.

#### 4.3.12 Americans with Disabilities Act

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

## **SECTION FIVE**

### **PROPOSAL EVALUATION**

PERF and TRF have jointly selected a group of qualified personnel to act as an evaluation team. The procedure for evaluating the responses against the evaluation criteria will be as follows:

1. Each response will be evaluated on the basis of the criteria listed below.
2. Based on the results of the evaluation, the Proposal or Proposals determined to be most advantageous to PERF and TRF, taking into account all of the evaluation factors, may be selected by PERF and TRF for further action.
3. In addition, the evaluation team will consider other factors they believe to be material for this selection.

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of Service with minimal tolerance for error. Specific criteria include:

- Performance
  - Track record of clients who have utilized the Respondent's investment consulting Services
- Organizational Structure
  - Stability of ownership, and business strategy
- Investment Professionals
  - Depth, experience and stable tenure of Consultants responsible for the PERF and TRF account
- Due diligence and manager selection process
  - Adequate resources, risk controls, and oversight
- Fees
- Experience providing Defined Contribution consulting Services to public plans

All Proposals will be reviewed by members of the evaluation team selected by PERF and TRF. PERF and TRF reserve the right to award a contract to the firm(s) which, in their sole opinion, will be most advantageous to the Fund. PERF and TRF are not required and will not be obligated to award this contract to the firm with the lowest cost.

References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process.



**EXHIBIT A**  
**SCOPE OF SERVICES**

PERF and TRF are soliciting Proposals from all qualified firms who wish to be considered as a Defined Contribution Consultant to manage the following mandate:

Consultant to assist in the determination of the investment manager lineup in TRF's annuity savings account, PERF's annuity savings account, and PERF's legislators' defined contribution plan (each, a "Plan", and collectively, the "Plans").

Each Plan currently has six (6) investment options. Details can be found on PERF's website at: <http://www.in.gov/perf/> and TRF's website at <http://www.in.gov/trf/>. PERF and TRF are looking to expand the breadth of the investment options offered to members of the Plans, subject to the restrictions contained in Indiana Code (specifically IC 5-10.2-2 and IC 2-3 5.5) and the constraints found in the Investment Policy Statements for PERF and for TRF. The Respondent should consider investment options such as lifecycle funds and other investment options that are low cost, uncomplicated, and represent leading edge options offered by comparable defined contribution plans.

The Consultant will be responsible for proposing structural changes to the Plans, issuing and analyzing RFP's for all new investment mandates, and summarizing and presenting the results to PERF and TRF for approval in a timely manner. The Consultant will also be responsible for assisting with the collection of fund fact sheets from selected fund managers and helping with the negotiation of legal documents with selected fund managers as needed to complement PERF and TRF's internal staff.

The Consultant will also be responsible for mapping out the transition plan for moving assets from the current to new investment options. However, the Consultant will not be required to handle any of the operational aspects of transitioning assets from the current to new investment options. A transition manager(s) will be hired by PERF and TRF to handle the asset transitions, and a third party vendor has already been selected to handle the member account conversions and record keeping and maintenance of member accounts on a go-forward basis.

**EXHIBIT B**  
**CONTRACT FOR SERVICES**

Attached is a sample Services Contract:



&



**CONTRACT #: (CONTRACT NUMBER)**  
**(VENDOR NAME)**

## **CONTRACT FOR SERVICES**

This contract is between the Indiana Public Employees' Retirement Fund ("PERF"), the Indiana State Teachers' Retirement Fund ("TRF") (PERF and TRF may be hereinafter referred to collectively as the "Fund"), and \_\_\_\_\_ (hereinafter referred to as "Contractor").

WHEREAS, the Fund desires to contract for Services in the area of \_\_\_\_\_; and

WHEREAS, Contractor is willing to provide such Services;

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

### 1. Duties of Contractor

The Contractor shall provide the following Services relative to this contract: See Attachment A, Scope of Services, incorporated by reference.

### 2. Consideration

The Contractor will be paid at the rate of: See Attachment B, Fees, incorporated by reference.

### 3. Term

The contract shall commence upon date of execution by the Fund for a period of six (6) months. This contract may be renewed under the same terms and conditions by mutual agreement of the parties for up to one additional six-month term.

### 4. Access to Records

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for seven (7) years from the date of final payment under this contract for inspection by the Fund or by any other authorized representative of the Fund, and copies thereof shall be furnished at no cost to the Fund if requested.

Upon execution of this contract, Fund will provide Contractor with a list of Authorized Persons who will be permitted to advise, inform, and direct Contractor on Fund's behalf, together with signature specimens of certain Authorized Persons who may execute specific tasks under this contract. The list of Authorized Persons and any changes to such list shall be made in writing to Contractor and signed by the Fund's Director or the Director's designee. Until notified of any such change, Contractor may rely on and act upon instructions and notices received from an Authorized Person identified on the then-current list furnished by the Fund.

All Authorized Instructions shall be in writing and transmitted by first class mail, private express courier, facsimile, or other authenticated electronic transmissions; provided, however, that Contractor may, in its discretion, accept verbal Authorized Instructions subject to written confirmation of same from such Authorized Person. Such Authorized Instructions shall bind Contractor upon receipt. If Contractor receives instructions or notices from a source other than an Authorized Person, Contractor shall not comply with them and shall immediately notify the Executive Directors for PERF and TRF in writing of such unauthorized instructions or notices.

#### 5. Independent Contractor

The parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. No party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of another party. The Contractor shall be responsible for providing all necessary unemployment and worker's compensation insurance for the Contractor's employees.

#### 6. Assignment

The Contractor shall not assign or subcontract the whole or any part of this contract without the Fund's prior written consent, except that the Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Fund, provided that Contractor gives written notice (including evidence of such assignment) to the Fund thirty (30) days in advance of any payment so assigned. Assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

#### 7. Successors and Assignees

The Contractor binds his successors, executors, administrators, and assignees to all covenants of this contract. Except as above set forth, the Contractor shall not assign, sublet, or transfer interest in this contract without the prior written consent of the Fund.

#### 8. Audit and Audit Settlement

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the Fund. If an error is discovered as a result of an audit performed by Contractor or Fund, or if Contractor becomes aware of any error through any other means, Contractor shall use its best efforts to promptly correct such error or to cause the appropriate party to correct such error.

## 9. Changes in Work

In the event the Fund requires a major change in scope, character, or complexity of the work after the work has progressed, adjustments in compensation to the Contractor shall be determined by the Fund in the exercise of its honest and reasonable judgment, and the Contractor shall not commence any additional work or change the scope of work until authorized in writing by the Fund. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

## 10. Confidentiality of Fund Information

The Contractor understands and agrees that data, materials, and information disclosed to Contractor contain confidential and protected data; therefore, the Contractor promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this contract, will be treated as confidential and will not be disclosed to others or discussed with other parties without the prior written consent of the Fund.

## 11. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Contractor agrees that all information, data, findings, recommendations, Proposals, etc., by whatever name described and by whatever form therein, secured, developed, written, or produced by the Contractor in furtherance of this contract shall be the property of the Fund, and the Contractor shall take such action as is necessary under law to preserve such property rights in and of the Fund while such property is within the control and/or custody of the Contractor. By this contract, the Contractor specifically waives and/or releases to the Fund any cognizable property right of the Contractor to copyright, license, patent, or otherwise use such information, data, findings, recommendations, Proposals, etc.

The parties acknowledge that the Services to be performed by Contractor for PERF and TRF under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by PERF and TRF in their respective computer systems or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), Contractor and PERF and TRF agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claim and expenses for which it is liable under the terms of this contract.

## 12. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this contract shall be considered "work for hire," and the Contractor transfers any ownership claim to PERF and to TRF and all such matters will be the property of PERF and of TRF. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the Fund, is prohibited.

During the performance of the Services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the Fund and used to develop or assist in the Services provided herein while they are in the possession of the Contractor, and any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the Fund.

### 13. Debarment and Suspension

The Contractor certifies by entering into this contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the Fund if any subcontractor becomes debarred or suspended, and shall, at the Fund's request, take all steps required by the Fund to terminate its contractual relationship with the subcontractor for work to be performed under this contract.

### 14. Disputes

Should any disputes arise with respect to this contract, the Contractor and the Fund agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this contract which are not affected by the dispute. Should the Contractor fail to continue without delay to perform its responsibilities under this contract in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or the Fund as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the Fund or the State of Indiana for such costs.

The Fund may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Fund to the Contractor of one or more invoices not in dispute in accordance with the terms of this contract will not be cause for Contractor to terminate this contract, and the Contractor may bring suit to collect without following the dispute procedure contained herein. This section shall not be construed to limit the right of either party to terminate the contract pursuant to the terms of the "Termination" section of the contract.

#### 15. Drug-Free Workplace Certification (Employees Performing Service in Indiana)

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Fund is requiring the inclusion of this certification in all contracts with and grants from the Fund in excess of \$25,000. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the Fund for up to three (3) years.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying employees performing Services in the state of Indiana that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees performing Services in the state of Indiana for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform its employees performing Services in the state of Indiana of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee performing Services in the state of Indiana for drug abuse violations occurring in the workplace;
- c. Notifying all employees performing Services in the state of Indiana in the statement required by subparagraph (a) above that as a condition of continued employment, the employee performing Services in the state of Indiana will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- d. Notifying the Fund in writing within ten (10) days after receiving notice from an employee performing Services in the state of Indiana under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee performing Services in the state of Indiana who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee performing Services in the state of Indiana, up to and including termination; or (2) requiring such employee performing Services in the state of Indiana to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.



#### 16. Force Majeure; Suspension and Termination

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the Services is caused by) natural disaster, actions or decrees of governmental bodies, or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance.

#### 17. Governing Laws

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

#### 18. Compliance with Laws

The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the Fund and the Contractor to determine whether any provisions of this contract require formal amendment.

#### 19. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the Fund and the State of Indiana, their agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses arising from or related to any act of bad faith, negligence, intentional or willful misconduct, breach of fiduciary duty, or any other negligent act or omission of Contractor and/or its agents, if any, in the performance of this contract. Neither PERF nor TRF shall provide such indemnification to Contractor.

#### 20. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or Services to the Fund, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://www.in.gov/iot/2350.htm>. The Contractor specifically agrees that all hardware, software and Services provided to or purchased by the Fund shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT and the Fund in advance. The Fund may terminate this contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

## 21. Insurance

Without limiting the indemnification obligations provided in this contract, for the duration of this contract, Contractor shall provide and maintain, at its own expense, the following insurance policies: \_\_\_\_\_.

## 22. Key Person(s)

In the event that both parties have designated in an appendix that the individual(s) therein named are essential to the Services offered pursuant to this contract, the parties agree that in the event that such individual or individuals are no longer employed during the term of this contract by the Contractor for whatever reason, the Fund shall have the right to terminate this contract, without penalty, upon thirty (30) days prior written notice.

In the event that the Contractor is an individual or a closely held corporation (as defined under Indiana law, see, e.g., *Barth v. Barth*, 659 N.E.2d 559, 561, fn.5, [and cited authority therein]), the individual or person on behalf of the corporation responsible for primary contact between the Contractor and the Fund at the commencement of this contract shall be considered a key person and, as such, essential to the contract. Substitution of another for the Contractor shall not be permitted without express written permission from the Fund.

Nothing in this Section should be construed to prevent the Contractor from using the Services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

## 23. Licensing Standards

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing Services to be provided by the Contractor pursuant to this contract. The Fund shall not be required to pay the Contractor for any Services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify the Fund immediately and the Fund, at its option, may immediately terminate this contract.

## 24. Merger & Modification

This contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this contract will be valid provisions of this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

## 25. Minority and Women's Business Enterprise Compliance

The Contractor agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plans, if any, and agrees to comply with all Minority and Women's Business Enterprise statutory and administrative code requirements and obligations, including IC 4-13-16.5 and 25 IAC 5. The Contractor further agrees to cooperate fully with the Minority and Women's Business Enterprise division to facilitate the promotion, monitoring, and enforcement of the policies and goals of MBE/WBE program including any and all assessments, compliance reviews, and audits that may be required.

## 26. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of Services based on race, color, national origin, age, sex, disability or status as a veteran.

## 27. Notice to Parties

Whenever any notice, statement, or other communication shall be sent to the Fund or Contractor, it shall be sent to the following address, unless otherwise specifically advised.

Notices to the Fund shall be sent to:

Terren B. Magid,  
Executive Director  
Public Employees' Retirement Fund  
500 Harrison Building  
143 West Market Street  
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

(Vendor Information)

## 28. Funding Cancellation

If the Board of Trustees of either of PERF or TRF makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, this contract shall be canceled. A determination by the Board that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## 29. Condition of Payment

All Services provided by the Contractor under this contract must be performed to the Fund's reasonable satisfaction, as determined at the discretion of the Fund and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The Fund shall not be required to pay for work found to be unsatisfactory, inconsistent with this contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

## 30. Payments

All payment obligations shall be made in arrears, net 30 in accordance with Indiana law and the Fund's fiscal policies and procedures. See Attachment B, Fees, incorporated by reference.

## 31. Penalties/Interest/Attorney's Fees

The Fund will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law.

## 32. Progress Reports

The Contractor shall submit reports to the Fund upon request, but in no event less than as of each month end. The reports shall be written and in a form agreed to between the Fund and Contractor. At Fund's request and at mutually agreed upon times, Contractor shall meet with the Fund to review Contractor's performance. Contractor shall be available to answer questions by Fund staff and Board members from time to time as needed without additional charge.

## 33. Severability

The invalidity of any section, subsection, clause or provision of this contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

## 34. Substantial Performance

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

### 35. Taxes

PERF and TRF are exempt from federal, state, and local taxes. Neither PERF nor TRF will be responsible for any taxes levied on the Contractor as a result of this contract.

### 36. Termination

Notwithstanding anything to the contrary, this contract may be terminated by the Fund, in whole or in part, for any reason, by delivery of a Termination Notice at least five (5) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The Contractor shall be compensated for Services rendered prior to the effective date of termination. The Fund will not be liable for Services performed after termination. The Contractor shall be compensated for Services herein provided, but in no case shall total payment made to Contractor exceed the original contract price. In no event shall Fund's termination of the contract under this section or Fund's election not to terminate the contract under this section, be deemed a waiver of Fund's right to make a claim against Contractor for damages resulting from any default by Contractor under the terms of this contract. Additionally, the Fund may terminate this contract immediately in the event that the Fund, in its sole discretion, considers such action necessary to protect the plan or assets in the trust.

In the event of any termination of this contract, all terms and conditions herein shall continue to apply through the termination effective date and through any period following such date during which Contractor shall continue to perform the Services required under this contract, in order to complete any transactions pending on the termination effective date and to facilitate an orderly transition to a successor Contractor ("Transition Period"). Such Transition Period shall not exceed thirty (30) days after the termination effective date. If Fund terminates this contract, and unless otherwise expressly directed by Fund, Contractor shall take all necessary steps to stop Services under this contract on the termination effective date.

Upon any termination of this contract by Fund and to the extent directed by Fund, Contractor shall continue to serve as a Contractor hereunder at the then-existing compensation level for the duration of the Transition Period. After the additional Services have been performed, and the Transition Period is completed, Contractor may seek compensation for the Transition Period at its then-existing compensation level. Contractor shall cooperate with Fund in good faith to effect a smooth and orderly transfer of such Services and all applicable records by the termination effective date. Upon termination of this contract, Contractor shall retain all Fund records in accordance with the record retention provisions set forth in the Access to Records section of this contract.

### 37. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of Services or consideration provisions. Expenditures made by the Contractor for approved travel will be reimbursed at the current rate paid by the Fund and in accordance with the Fund Travel Policies and Procedures. Out-of-state travel requests must be reviewed by the Fund for availability of funds and for appropriateness.

#### 38. Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the Fund becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this contract, the Fund may request in writing the replacement of any or all such individuals.

#### 39. Background Investigations

All employees of Contractor who require access to the Fund's buildings or the Fund's confidential information shall be subject to the following personal background investigations: (i) Indiana State Police criminal history background check; (ii) Federal Bureau of Investigation fingerprint check; and (iii) Indiana Department of Revenue tax liabilities check. The Fund shall, in its sole discretion, decide whether the results of such background checks are acceptable. Costs associated with these background checks shall be the sole responsibility of the Contractor and costs shall be invoiced to Contractor upon receipt of clearance documentation.

#### 40. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

#### 41. Investigations and Complaints

To the extent permitted by applicable law, Contractor shall promptly advise Fund in writing of any extraordinary investigation, examination, complaint, disciplinary action or other proceeding relating to or affecting Contractor's ability to perform its duties under this contract which is commenced by any of the following: (1) any Attorney General or any regulatory agency of any state of the United States; (2) any U.S. Government department or agency; or (3) any governmental agency regulating business in any country in which Contractor is doing business. Except as otherwise required by law, Fund shall maintain the confidentiality of all such information until investigating entity makes the information public.

#### 42. Ethics Requirement

The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Fund, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Orders 04-08 and 05-12, dated April 27, 2004 and January 10, 2005, respectively. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Contractor or its agents violate any applicable ethical standards, PERF may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

#### 43. Authority to Bind

Notwithstanding anything in this contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on its behalf.

#### 44. Compliance with Telephone Privacy

As required by IC 5-22-3-7, the Contractor, any principals or affiliates of the Contractor, or any agent acting on behalf of the Contractor, certify that:

a. Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law;

b. Contractor will not violate the terms of IC 24-4.7 for the duration of the contract, even if IC 24-4.7 is preempted by federal law.

45. Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

The parties, having read and with full understanding of the foregoing terms of the contract, do by their respective signatures dated below hereby agree to the terms herein, including, if this contract is in excess of \$25,000, the Drug-Free Workplace Certification.

**CONTRACTOR**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attested By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INDIANA PUBLIC EMPLOYEES' RETIREMENT FUND**

\_\_\_\_\_  
Terren B. Magid, Executive Director

\_\_\_\_\_  
Date

**INDIANA STATE TEACHERS' RETIREMENT FUND**

\_\_\_\_\_  
Steve Russo, Executive Director

\_\_\_\_\_  
Date



**ATTACHMENT A**

**SCOPE OF SERVICES**

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**ATTACHMENT B**

**FEES**

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**EXHIBIT C**  
**FEE PROPOSAL**

Fees must be submitted in U.S. dollars. The Services detailed in Exhibit A of this RFP are the basis for the proposed fees. The proposed fees shall include all costs for providing Services to PERF and TRF as described and shall be guaranteed for two years. In no case will the final fee be higher than the fee contained in the Proposal. In addition, payment of fees shall be in arrears.

**EXHIBIT D**  
**MANDATORY MINIMUM QUALIFICATIONS**

Unless otherwise specified, as of the Response Due Date, Respondents must meet the following minimum requirement in order to be considered for the contract:

1. The Respondent must be an SEC-registered investment advisor or exempt from registration.
2. Act as a fiduciary within the meaning of applicable Indiana law and ERISA.
3. Agree to comply with Indiana law as it applies to investments made by PERF and TRF, including IC 5-10.2-2 and IC 2-3 5.5.
4. Meet all applicable requirements as delineated by PERF's investment policy statement and TRF's investment policy statement.
5. The Respondent must have at least five (5) years of relevant investment consulting experience.

**EXHIBIT E**  
**QUESTIONNAIRE**

**Indiana Public Employees' Retirement Fund**  
**Indiana State Teachers' Retirement Fund**  
**Defined Contribution Consulting Services**

- 1) Firm name, address and contact information of the individual who would be assigned to the PERF/TRF account.
- 2) Number of clients under management and assets under management (firm-wide and strategy specific) as of 12/31/08.
- 3) What policies are in effect to control the workload as it relates to the number of clients Serviced by each account manager? Is there a limit on the number of accounts that an account manager may handle?
- 4) What do you consider to be your firm's advisory specialties, strengths, and limitations?
- 5) What does your firm consider to be the crucial issues which must be addressed in a DC Investment Program?
- 6) Has your firm, any of its affiliates or any officer, principal or staff been involved in any regulatory disciplinary action, business litigation, or other legal proceedings related to your investment activities?
- 7) Please state whether, during the last 10 years, any regulatory agency had conducted an audit or review of the firm and/or the manager of the product you are proposing and reported significant findings? If so, what were they?
- 8) Is your firm a registered investment advisor? If so, please provide us with a copy of the ADV Parts I and II.
- 9) Does your firm act as a fiduciary when serving as an investment advisor?
- 10) Please enclose biographies of the key investment personnel for this account.
- 11) Provide a fee schedule (including detail on fee breakpoints) for the mandate.
- 12) How many accounts were lost in the last five (5) years? What was the reason(s) for each account lost?
- 13) Briefly comment on your firm competitive advantage in each of the 6 evaluation areas listed in Section Five of this RFP.
  01. Performance
  02. Organizational structure
  03. Investment professionals
  04. Due diligence and manager selection process
  05. Fees
  06. Experience providing DC consulting Services to public plans

**EXHIBIT F**  
**VENDOR DOCUMENTS**

**REFERENCE LIST**

List similar projects, with completion dates. Attach additional sheets if necessary.

Client Name: _____
Name of Contact Person: _____ Telephone: _____
Email Address of Contact Person: _____
Project Description: _____
Dates Worked: _____

Client Name: _____
Name of Contact Person: _____ Telephone: _____
Email Address of Contact Person: _____
Project Description: _____
Dates Worked: _____

Client Name: _____
Name of Contact Person: _____ Telephone: _____
Email Address of Contact Person: _____
Project Description: _____
Dates Worked: _____

**MINORITY & WOMEN'S BUSINESS ENTERPRISES**  
**RFP SUBCONTRACTOR COMMITMENT FORM**

In accordance with 25 IAC 5-5, the Respondent is expected to submit with its Proposal a MWBE Subcontractor Commitment Form. The Form is used to show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at [www.buyindiana.in.gov](http://www.buyindiana.in.gov).

If participation is met through use of vendors who supply products and/or Services directly to the Respondent, the Respondent must provide a description of products and/or Services provided that are directly related to this Proposal and the cost of direct supplies for this Proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals may affect the evaluation of your Proposal. PERF and TRF reserve the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be listed on the IDOA Directory of Certified Firms found at [www.buyindiana.in.gov](http://www.buyindiana.in.gov).
- Each firm may only serve as once classification – MBE or WBE
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or Service only in the industry area for which it is certified as listed in the directory at [www.buyindiana.in.gov](http://www.buyindiana.in.gov).
- Must be used to provide the goods or Services specific to the contract
- National Diversity Plans are generally not acceptable

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR  
LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE or WBE of its subcontract amount, a description of products and/or Services to be provided on this project, and approximate date the subcontractor will perform work on this contract. PERF and TRF may deny consideration for this participation during evaluation if the letter(s) is attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or [mwbe@idoa.in.gov](mailto:mwbe@idoa.in.gov).

**PERF/TRF MBE/WBE SUBCONTRACTOR COMMITMENT FORM**

**RFP#**

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**DUE DATE:**

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**TOTAL BID AMOUNT:**

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<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name:	Contact Person:	
Address:	E-mail:	
	Telephone Number: (    )	Fax Number: (    )
Sub-Contract Amount:	Describe Service/product to be provided:	
Sub-Contract Percentage of Total Bid:		
Provide approximate dates when Sub-Contractor will perform on this project:		

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name:	Contact Person:	
Address:	E-mail:	
	Telephone Number: (    )	Fax Number: (    )
Sub-Contract Amount:	Describe Service/product to be provided:	
Sub-Contract Percentage of Total Bid:		
Provide approximate dates when Sub-Contractor will perform on this project:		

---

**Respondent Firm**

---

**Telephone Number**

---

**Address**

---

**Fax Number**

---

**City/State/Zip Code**

---

**Email Address**

---

**Representative**

---

**Authorizing Signature**

---

**Date**

---

**Printed Name and Title**



## INDIANA ECONOMIC IMPACT STATEMENT



### INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R5 / 3-06)

DEPARTMENT OF ADMINISTRATION

Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	<b>Legal Name of firm:</b>	
2	<b>Address/City/State/Zip Code:</b>	
3	<b>Telephone #/Fax #/Website:</b>	
4	<b>Federal Tax Identification Number:</b>	
5	<b>State/Country of domicile/incorporation:</b>	
6	<b>Location of firm's headquarters or principal place of business:</b>	
7	<b>Name of parent company or holding company (if applicable):</b>	
8	<b>State/Country of domicile/incorporation of company listed in #7:</b>	
9	<b>Address of company listed in #7:</b>	
10	<b>IN Department of Workforce Development (DWD) account number:</b>	
11	<b>IN Department of Revenue (DOR) account number:</b>	
12	<b>Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:</b>	
13	<b>Total number of employees per most recently completed IRS Form W-2 distribution:</b>	
14	<b>Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:</b>	
15	<b>Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:</b>	
16	<b>Total amount of this proposal, bid, or current contract:</b>	

**ACCOUNTING OF INDIANA RESIDENT EMPLOYEES**

17	<b><u>Prime Contractor Company</u></b> <b><u>Name:</u></b>	
18	<b><u>Number of Full Time</u></b> <b><u>Equivalent (FTE) employees</u></b> that are Indiana residents specifically for this proposal or contract:	

19	<b><u>Subcontractor Company</u></b> <b><u>Name:</u></b>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<b><u>Number of Full Time</u></b> <b><u>Equivalent (FTE) employees</u></b> that are Indiana residents specifically for this proposal or contract:				

22	<b><u>Affirmation by authorized official:</u></b> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief.				
	Signature:				
	Name of auththorized official:				
	Title:				
	Date:				

## **TAXPAYER IDENTIFICATION NUMBER REQUEST**

**Purpose of form:** We are required to file an information return with the IRS and must get your correct taxpayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

1. Certify the TIN you are giving is correct.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with information, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is advance tax payment. You should report all backup withholding as a credit for taxes on your federal income tax return.

**Specific Instructions:** Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter on the trade line. Enter your remit address on the next line, and if you have a separate address for purchase orders, enter that address on the appropriate line.

Next, select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(a) organization, you must answer yes or no on legal and medical services. If you are sole proprietor you must show the business owner's name in the legal box, and the business name in the trade name box. You cannot use only the business name. For the TIN, you may use either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate Form W-8.

Substitute Form

**Taxpayer Identification Number Request**

State Form 23743 (R 07/01)

State of Indiana

Approved by State Board of Accounts 2001

Approved by Auditor of State 2001

**W-9**

DO NOT send to IRS

Print or Type	Return to address below
<b>Legal Name</b> (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN RECORDS) DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE	
Trade Name Complete only if doing business as (D/B/A)	
Remit Address	
Purchase Order Address-Optional	
Check legal entity type and enter 9 digit taxpayer identification Number (TIN) below: (SSN = Social Security Number, EIN = Employer Identification Number)	SSN or EIN must be for legal name above

- ☐ **Individual** (Individual's SSN) \_\_\_\_\_  
☐ Sole Proprietorship (Owner's SSN or Business EIN) SSN \_\_\_\_\_  
 EIN \_\_\_\_\_  
☐ Partnership ☐ General ☐ Limited (Partnership's EIN) \_\_\_\_\_  
☐ Estate/Trust (Legal Entity's EIN) \_\_\_\_\_  
 Note: Show the name and number of legal trust, or estate, not personal representatives  
☐ Other (Limited Liability Company, Joint Venture, Club, ect) (Legal Entity's EIN) \_\_\_\_\_  
☐ Corporation Do you provide legal or medical serv. ☐ Yes ☐ No (Corp's EIN) \_\_\_\_\_  
☐ Government (or Government operated entity) (Entity's EIN) \_\_\_\_\_  
☐ Organization Exempt from Tax under Section 501(a)  
 Do you provide medical services? ☐ Yes ☐ No (Org's EIN) \_\_\_\_\_  
☐ Check here if you do not have a SSN or EIN but have applied for one.

Under Penalties of perjury, I certify that:

(1) The number listed on this form is my correct Taxpayer Identification Number (Or I am waiting for a number to be issued to me) AND

(2) I am not subject to backup withholding because: (a) I am exempt from the backup withholding, or (b) I have not been notified by the Internal

Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has

notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, and acquisition

or abandonment of secured property, contribution to an individual retirement arrangement (IRA), and payments other than interest and dividends.)

CERTIFICATION INSTRUCTIONS- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup

withholding because of underreporting interest or dividends on your tax return.

**THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE  
 CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.**

I am a U.S. person (including a U.S. resident alien)

Name (Print or Type) \_\_\_\_\_

Title \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Agency \_\_\_\_\_

Agency use only

☐ Yes☐ No

Approved by \_\_\_\_\_

1099

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

**APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION**



**APPLICATION FOR CERTIFICATE OF  
AUTHORITY OF A FOREIGN CORPORATION**

State Form 38784 (R9/ 12-02) Corporate Form 112  
Approved By State Board Of Accounts, 1995

**TODD ROKITA**  
**SECRETARY OF STATE**  
**CORPORATIONS DIVISION**  
302 W. Washington St., Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576

Indiana Code 23-1-49-1 et seq.  
23-1-49-3

**Filing Fee: \$90.00**

**NOTES:**

1. An Original Certificate of Existence duly authenticated by the proper authority from corporation's domiciliary state within the last sixty (60) days must be submitted with this application.
2. A Registered Agent with an Indiana street address (not a PO BOX) must be listed in ARTICLE III.

**INSTRUCTIONS:**

- Use 8 1/2" x 11" white paper for attachments.
- Present original and one copy to address in the upper right corner of this form.
- Please TYPE or PRINT.
- Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov).

<p><b>APPLICATION FOR CERTIFICATE OF AUTHORITY OF</b></p> <hr/> <p><b>A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA</b></p> <p>The undersigned officer of the above corporation which was formed as:</p> <p style="text-align: center;"><input type="checkbox"/> A general business corporation                      <input type="checkbox"/> A professional corporation</p> <p>desiring to effectuate the admittance of the Corporation to transact business in the State of Indiana, certifies the following facts:</p>
--

<b>ARTICLE I: Name</b>		
Name of Corporation ( Must be identical to name shown in Articles of Incorporation and Amendments thereto)		
<b>ARTICLE II: Address of Corporation</b>		
Address of the principal office of corporation (Number and street, city, state and ZIP code)		
<b>ARTICLE III: Registered Office and Registered Agent</b>		
Name of the Registered Agent of the corporation (cannot be the corporation itself)		
Indiana address of the registered office of corporation (Number and street, city; P.O. Box not accepted)	<b>INDIANA</b>	ZIP code
<b>ARTICLE IV: Date and State of Incorporation and Duration of Existence</b>		
Date of incorporation in domiciliary state:	State of incorporation	
Expected period of duration listed in the Articles of Incorporation (perpetual, term of years or date certain e.g. December 31, 2050)		
<b>ARTICLE V: Corporate Officers</b>		
The names and business addresses of the officers of the Corporation:		
<b>Name</b>	<b>Title</b>	<b>Address (Number, street, city, state and ZIP code)</b>